

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Methyl Tertiary Butyl Ether ("MTBE")
Products Liability Litigation

Master File No. 1:00-1898
MDL 1358 (SAS)
M21-88

This document relates to:

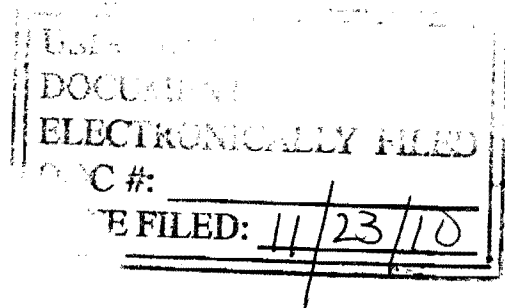
*New Jersey Department of Environmental Protection v.
Atlantic Richfield*, No. 08-CIV-00312

Commonwealth of Puerto Rico v. Shell Oil Co. et al., No.
07-CIV-10470

Orange County Water District v. Unocal Corp., et al., No.
04-CIV-4968

City of Merced Redevelopment Agency v. Exxon Mobil,
No. 08-CIV-6306

*Crescenta Valley Water District v. Exxon Mobil
Corporation, et al.*, No. 07-CIV-9453



SUPPLEMENTAL CONFIDENTIALITY AGREEMENT AND PROPOSED ORDER

It is hereby stipulated and agreed by and between the undersigned counsel for the Plaintiffs and Defendants in the *New Jersey Department of Environmental Protection v. Atlantic Richfield*, *Commonwealth of Puerto Rico v. Shell Oil Co. et al.*, *Orange County Water District v. Unocal Corp., et al.*, *City of Merced Redevelopment Agency v. Exxon Mobil* and *Crescenta Valley Water District v. Exxon Mobil Corporation, et al.* cases (hereinafter "Miller, Axline & Sawyer Cases"), subject to the approval of the Court and entry as an Order, that the following addendum be added to the Court's Revised Confidentiality Order entered in MDL 1358 on September 24, 2004:

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(1) All DOCUMENT(S), INFORMATION, OR OTHER THING(S) relating to Exxon Mobil Corporation's ongoing business restructuring plans known as the "Market Conversion" or "Retail Business Improvement" and PRODUCED OR DISCLOSED subject to this Supplemental Order shall be stamped with the following confidentiality designation: "CONFIDENTIAL MATERIALS (per 2010 Supplemental MDL 1358 Order)—FOR OUTSIDE COUNSEL ONLY."

(2) In addition, ExxonMobil will stamp each paper or electronic copy of DOCUMENT(S), INFORMATION, OR OTHER THING(S) PRODUCED OR DISCLOSED subject to this Supplemental Order with the name of the firm (or individual, if applicable) to whom that copy is being produced exclusively. For example, copies of documents provided to Miller, Axline & Sawyer will be stamped "PRODUCED TO MILLER, AXLINE & SAWYER."

(3) CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order shall be used only in THIS ACTION and may not be disseminated or disclosed to any other PERSON other than as follows:

(a) The Court, and those employed by the Court, in which event CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) shall be filed under seal and kept under seal consistent with Paragraph L(a) of the September 24, 2004 Revised Confidentiality Order;

(b) Court reporters who record the depositions or other testimony in THIS ACTION;

(c) Employees or designated representatives of ExxonMobil during the course of a deposition in THIS ACTION;

(d) The RECEIVING PARTY'S outside counsel, experts, consultants, witnesses, or potential witnesses, including their stenographic and clerical personnel,

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whose advice and consultation are being or will or may be used by the RECEIVING PARTY in connection with their prosecution or defense of THIS ACTION, or their preparation for trial in THIS ACTION; and

(e) Any other PERSON upon order of the Court, upon stipulation of the parties, or upon the express written agreement of ExxonMobil.

(4) CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order shall not be disclosed to any employee, agent or representative, except outside counsel, of any Defendant other than ExxonMobil.

(5) Before reviewing or receiving any CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order, the RECEIVING PARTY and all counsel, employees, non-employees, consultants, agents and other PERSONS working on behalf of the RECEIVING PARTY and all PERSONS to whom the RECEIVING PARTY may properly disseminate or disclose CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order pursuant to paragraphs (3)(d) and (3)(e) above shall sign the Confidentiality Acknowledgement attached hereto as Exhibit A. The RECEIVING PARTY shall maintain all signed Confidentiality Acknowledgements and shall disclose copies of all signed Confidentiality Acknowledgements to ExxonMobil upon ExxonMobil's request, except that no party shall be required to disclose to ExxonMobil the identity of non-testifying, consulting experts..

(6) Transcripts containing testimony designated as containing CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order shall be marked by the court reporter, prior to transcript distribution, with the legend "THIS TRANSCRIPT CONTAINS CONFIDENTIAL MATERIALS (per 2010 Supplemental MDL 1358 Order)—FOR OUTSIDE COUNSEL ONLY." PERSONS not entitled to receive such

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information under the terms of this Supplemental Order shall be excluded from the deposition and shall not be provided with portions of the transcript and/or exhibits that are subject to this Supplemental Order. When CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order are used as exhibits in a deposition, they will be referenced on the record by their Bates numbers, but will not retained by the court reporter. Upon request, ExxonMobil will provide a copy of any such exhibits to outside counsel for any party in MDL 1358 who is bound to this Supplemental Order and who has signed the Confidentiality Acknowledgement.

(7) The parties agree that prior to entry of this Supplemental Order by the Court, they will operate as if this Supplemental Order has been entered by the Court. In the event that the Court fails to enter this Supplemental Order in the form submitted by the parties, the parties agree that no CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) subject to this Supplemental Order will be disclosed in any manner inconsistent with this Supplemental Agreement and Proposed Order. In addition, the parties agree to work together to ensure that a Court-approved Protective Order effectuating the substance of this Supplemental Order is entered.

(8) Parties to any action in MDL 1358 other than the Miller, Axline & Sawyer Cases may join this Supplemental Agreement and Order by executing and filing with the Court an acknowledgement that they have read this Supplemental Agreement and Order, agree to be bound by its terms and consent to the continuing jurisdiction of the Court for the resolution of any disputes concerning the subject matter of the Supplemental Order.

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Dated: November 23, 2010

By: 

On behalf of Plaintiffs

By: 

Lauren Handel

On behalf of Defendants

SO ORDERED:



Shira A. Scheindlin
U.S.D.J

Dated: 11/23/10

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Exhibit A

CONFIDENTIALITY ACKNOWLEDGEMENT

I, _____, have read the Court's Revised Confidentiality Order dated September 24, 2004 ("Revised Confidentiality Order") and the Supplemental Confidentiality Agreement and Order ("Supplemental Order") filed in the case entitled In re: Methyl Tertiary Butyl Ether Product Liability Litigation, MDL 1358, Master File No. 1:00-1898. I agree to be bound by the terms of the Revised Confidentiality Order and Supplemental Order. I further consent to the continuing jurisdiction of the Court in THIS ACTION for the resolution of any disputes arising under and/or concerning the subject matter of the Revised Confidentiality Order and/or Supplemental Order. I understand that all CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) PRODUCED OR DISCLOSED by Exxon Mobil Corporation subject to the Supplemental Order are to be maintained confidential and that I may not disclose or discuss in any manner whatsoever the content of any such CONFIDENTIAL DOCUMENT(S), INFORMATION, OR OTHER THING(S) with anyone who has not signed a copy of this Confidentiality Acknowledgement. I also agree that such materials must be returned or destroyed as set forth in the Revised Confidentiality Order.

DATED: _____

Name: _____
Firm Name: _____
Address: _____
Telephone: _____